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COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION
WITH OPTION TO PURCHASE AT AGRICULTURAL VALUE

I, Penn Starling Moulton, of Plainfield, Hampshire County, Massachusetts (the "Grantors"), for consideration paid and in full consideration of Seventy Eight Thousand Eight Hundred Fifty Dollars (\$78,850.00 [NRCS's reimbursement share \$41,500.00]), receipt of which is hereby acknowledged, do hereby grant to the Commonwealth of Massachusetts (the "Commonwealth"), acting through the Commissioner of the Department of Agricultural Resources, (the "Grantee" or the "Commissioner") with an address at 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, an Agricultural Preservation Restriction in perpetuity (the "Restriction") together with an Option to Purchase at Agricultural Value as set forth in Section IV, herein, on approximately 8 acres of land as hereinafter defined in Section II, G hereof, (the "Premises") in accordance with the following terms and conditions. The Grantor covenants that they are vested with good title to the Premises. Consideration mentioned above has been negotiated and agreed to be based upon the difference between full fair market value and full fair market agricultural land value. The United States of America ("United States"), acting by and through the United States Department of Agriculture Natural Resources Conservation Service, with an address of 451 West Street, Amherst MA 01002, on behalf of the Commodity Credit Corporation ("NRCS") shall have the right of enforcement in order to protect the public investment under the Farm and Ranch Lands Protection Program 16 USC 3838h and 3838i (the "FRPP").

By making such grant, the Grantors grant to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III, A, hereof. Grantors retain all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Agreement.

I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction with Option to Purchase at Agricultural Value, it is the primary intent of the Commonwealth to perpetually protect and preserve agricultural lands, encourage sound soil management practices in accordance with normally accepted agricultural practices, preserve natural resources, maintain land in active commercial agricultural use, and ensure resale of the Premises at Fair Market Agricultural Value ("FMAV")¹. In addition, this Restriction is intended to regulate and control activities and/or uses

¹ NOTE: One of the goals of the APR Program, from the outset in 1976, was to ensure the availability of farmland and that APR land would be sold at its value as a farm, thereby permitting those entering or currently engaged in commercial agriculture to be able to acquire farmland at an investment level that is supported by the farming operation. The 1977 enabling statute provided that consideration of the non-agricultural bundle of rights in a property would not be a part of or included in any future transfers of such agricultural land and that all future transfers would be made at prices consistent with current farmland values, whether or not those values had appreciated or depreciated. Simply stated, the Commonwealth acquired all value of the land over and

which may be detrimental to the actual or potential agricultural viability of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises.

II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

A. ABANDONED: land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is recommended in a current NRCS plan as approved by the Grantee.

B. AGRICULTURAL USE: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in General Laws, Chapter 61A, §1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business; or when primarily, directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, §2, as amended.

Notwithstanding the forgoing, agricultural use does not include the harvest of sod and nursery stock (such as balled and burlapped or balled and bagged) which involves removal of soil with the roots, unless the average annual soil loss for the crop rotation is less than the soil loss tolerance for the soil in the field from which the sod or nursery stock is removed, as established by the USDA, Natural Resources Conservation Service, through the conservation planning process evaluating soil loss.

C. CONDITION: including, but not limited to, an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, land exchange, or any other requirement or use prohibition.

D. DEPARTMENT: the Department of Agricultural Resources of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

E. GRANTORS: the party, or parties, or entity who own the Premises and executes this Restriction, or the party, or parties, or entity who hold record title to the Premises and are duly authorized to execute this Restriction and execute this Restriction, together with all successors in title, including but not limited to, transferees, assigns, heirs, devisees and legal representatives ("Successors in Title"). All rights and obligations of the Grantors hereunder shall inure to and be binding upon Grantors and all Successors in Title.

above its agricultural value. By maintaining the land at its full and fair market agricultural value, the Commonwealth insures the perpetuation of the land in agriculture at farm sustainable prices. The full fair market agricultural value includes all agricultural improvements such as agricultural business value, goodwill, infrastructure, and other such related agricultural business factors. APR landowners are then in a position to foster successful and viable agricultural enterprises.

F. PERMANENT STRUCTURE: any structure that requires the grading of soil or excavation for footings or foundations or which substantially alters or otherwise affects the soil profile.

G. PREMISES: approximately 8 acres of land and buildings and structures thereon located at Broom Street and South Central Street (street address) in the Municipality of Plainfield, in Hampshire County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this Agreement.

H. TEMPORARY STRUCTURE: any structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

I. FAIR MARKET AGRICULTURAL VALUE ("FMAV"): the combined total of the Fair Market Agricultural Land Value ("FMALV") and the Fair Market Agricultural Business Value ("FMABV") and the Fair Market Agricultural Dwelling Value ("FMADV").

J. FAIR MARKET AGRICULTURAL DWELLING VALUE ("FMADV"): the appraised replacement value of a dwelling(s) on the APR land.

K. FAIR MARKET AGRICULTURAL LAND VALUE ("FMALV"): the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of the Restriction to the Commonwealth. FMALV is applicable at both the time of the Commonwealth's purchase of the Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or inflation or other valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

L. FAIR MARKET AGRICULTURAL BUSINESS VALUE ("FMABV"): the value based upon the ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of the Restriction by the Commonwealth. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantors, but excluded from the APR ("non-APR land"), when such business on non-APR land is integral to the agricultural business on the Premises.

M. FAIR MARKET VALUE ("FMV"): the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

N. FARM AND RANCH LANDS PROTECTION PROGRAM ("FRPP"): A program of the

United States Department of Agriculture authorized pursuant to 16 USC 3838h and 3838i which provides federal matching funds to state, tribal, local governments, and other organizations with existing farmland protection programs for the protection of agricultural use and related conservation values of eligible land by limiting nonagricultural use of that land.

III. TERMS AND CONDITIONS

A. OWNERSHIP RIGHTS AND OBLIGATIONS

In addition to the Grantors' retained agricultural rights hereinbefore mentioned, the Grantors to and for themselves and their Successors in Title, agree that certain other rights pertaining to care, custody and control of the Premises including but not limited to repairing and replacing existing fences and constructing new fences as necessary for agricultural operations on the Premises and not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26; and the rules, regulations and policies thereunder; and normally associated with ownership, including the right to privacy and to carry out regular farming practices, shall remain with Grantors.

The Grantors shall continue to be obligated to make payment of all taxes, upkeep and maintain the Premises, and continue to be responsible for all liability arising from personal injury or property damage occurring on the Premises

B. PROHIBITED USES; ACTS; STRUCTURES

The Grantors covenant for themselves, and their Successors in Title, that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

1. No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this Restriction or with General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26; and the rules, regulations and policies thereunder.
2. No residential dwelling, tennis court, in-ground swimming pool, commercial recreational horse riding or boarding facility, golf course, golf range, airport landing strip, cell tower, or other such non-agriculturally related temporary or permanent structure shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.
3. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, oil, radio-active or hazardous waste, or other such substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.
4. The Premises may not be used for:
 - a. Transferring property rights to any property, whether or not adjacent to the Premises;
 - b. Calculating permissible lot yield of the Premises, or of any other property;
 - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.
5. Impervious surfaces shall not exceed 2 percent of the total area of the Premises. An impervious surface amount greater than 2% must be determined by an impervious surface formula and a waiver granted by NRCS, and is capped at 5 acres or 5 percent, whichever is less. For the purpose of this Restriction, the impervious surface amount

is 4 %, as authorized by NRCS State Conservationist. "Impervious Surface" shall mean: surfaces upon which are located structures for housing seasonal agricultural employees, agricultural structures (with and without flooring), and paved areas or roads. Impervious surfaces include permanent, non-seasonal rooftops, concrete and asphalt surfaces. In the event the Premises are subdivided as provided for in subsection C. 4. below the total cumulative impervious surface found on each subdivided parcel may not exceed the 2-percent impervious limitation, unless authorized by waiver from NRCS. In the instrument of subdivision, the total impervious surface limit must be allocated between each subdivided parcel by Grantor with the prior approval of Grantee.

6. Mining or extraction of soil, sand, gravel, oil, natural gas, or other mineral is prohibited, except that Grantor may extract soil, sand, and gravel solely for a permitted use on the Premises in a manner consistent with the conservation purposes of this Restriction, minimal in scope and impact, and to carry out regular farming practices as approved pursuant to section III. C.
7. Grantor may not use motor vehicles on the Premises or grant permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, or other permitted uses of the Premises, provided that no use of motorized vehicles may create impacts that are detrimental to the productivity of the soils on the Premises and the purposes of this Restriction. Notwithstanding the foregoing, use of snowmobiles on snow is allowed on the Premises.
8. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited. Notwithstanding this prohibition the Grantee may install utilities for permitted uses of the Premises that are consistent with the purposes of this Restriction and approved pursuant to section III. C.
9. Signs are prohibited on the Premises with the exception of signs to identify the farm or ranch, signs to advertise products or services provided by the farm or ranch, and signs to identify the farm as a participant in FRPP and the Agricultural Preservation Restriction Program.
10. Grantor must retain all water rights necessary for present or future agricultural production on the Premises and may not transfer, encumber, lease, sell, or otherwise separate such quantity of water rights from title to the Premises.
11. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat will be allowed unless such activities are commonly necessary in the accomplishment of agricultural practices, conservation, habitat management, and/or forest management uses of the Premises, as approved by section III. C.
12. The establishment of any non-agricultural commercial or industrial facilities is prohibited, but undeveloped recreational and educational activities may be permitted pursuant to Section E (Special Permit Process). Non-commercial, undeveloped, and passive recreational and educational activities that do not require infrastructure (impervious surfaces) do not require a permit pursuant to Section E, as long as such activities are consistent with the purposes of this Restriction and do not adversely impact the soils and/or agricultural operations on the Protected Property.

C. USES; ACTS; STRUCTURES THAT REQUIRE PRIOR WRITTEN APPROVAL

The following uses, acts or structures (hereinafter "uses" or "activities") are allowed only with the prior written approval of the Grantee. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III, D of this Restriction:

1. The construction or placing of any or permanent structures, including without limitation any permanent structures for housing seasonal agricultural employees or for other agriculturally related uses, including related retail sales, where the need for such structures is not a result of the use of existing structures for approved non-agricultural uses or activities. The Department shall only approve these activities after giving notice to the State Conservationist of the NRCS of the proposed plan for such activity and the State Conservationist has not denied approval of the request within thirty days of such notice. Such notice shall contain a request for approval with a citation to this section and a copy of this Agricultural Preservation Restriction.
 - a. The State Conservationist may approve the request if they determine the activities will:
 - i. Not contribute to the sprawl of construction across the Premises and
 - ii. Not decrease protection for the agricultural use and related conservation values of the Premises.
 - iii. To the greatest extent possible, be constructed or placed where there is access to and from existing roadways, access to utilities, and minimal impacts to prime, unique, or important soils.
2. The excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock other mineral resources, or natural deposits.
3. The maintenance or improvement of a septic or other underground sanitary system which exists on the Premises, or the construction of a septic or other underground sanitary system, for the benefit of existing agriculturally related structures on the Premises.
4. The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Restriction. No subdivision shall be approved unless the following conditions are met:
 - a. The document creating the subdivision, partition, or otherwise dividing the parcels references this Agricultural Preservation Restriction;
 - b. All parcels resulting from the subdivision of the Premises will meet FRPP land eligibility requirements of the FRPP policy as published at Title 440 Conservation Programs Manual § 519.32 when this APR was recorded and are both eligible for and currently qualifying for the Agricultural Preservation Restriction Program; and
 - c. The Department has provided the State Conservationist of the NRCS notice of the plan, if NRCS continues to administer FRPP, and the State Conservationist has not denied approval within ninety days of such notice. Such notice shall contain a request for approval with a citation to this section, a copy of this Agricultural Preservation Restriction, and an

affirmation from the Commonwealth to the State Conservationist that the requested subdivision is necessary to keep all farm parcels in production and affordable for future generations of farmers.

- i. The State Conservationist may approve the subdivision if they determine:
 1. All parcels resulting from the subdivision of the Premises will meet land eligibility requirements of the FRPP policy as published at Title 440 Conservation Programs Manual § 519.32 when this APR was recorded.
 2. The subdivision will not decrease the protection for the agricultural use and related conservation values of the Premises.
- d. The impervious surface permitted on the Premises is allocated between the subdivided parcels so that the total impervious surface permitted on all of the subdivided parcels does not exceed the total impervious surface permitted on the Premises before subdivision.
5. The construction or placement of an asphalt driveway, road, parking lot, utility pole, conduit or line in support of a temporary or permanent structure or improvement to the Premises, for the benefit of the agricultural operations of the Premises only.
6. Forest management and timber harvesting must be performed in accordance with a written forest management plan, consistent with the terms of this Restriction, prepared by a licensed professional forester, or by some other qualified person approved in advance and in writing by the Grantee. Said plan must have been prepared and executed in accordance of General Laws, Chapter 132.
7. The construction of ponds and restoration of wetlands in accordance with an NRCS Conservation Plan and NRCS standards and specifications, or otherwise consistent with the terms of this Restriction.

D. APPROVAL PROCESS FOR PERMITTED USES; ACTS; STRUCTURES

The Grantee maintains policies and procedures governing this Restriction including making application to obtain approval for permitted uses, acts and/or structures. Grantors should obtain from Grantee the appropriate application and copies of all applicable policies and procedures in effect at time of seeking approval.

1. The Grantors covenant for themselves, and their Successors in Title, that prior to undertaking any uses or acts, or undertaking construction of any structures described in Section III, C, the following procedure, and the policies of the Department, as amended, shall be followed:
 - a. The Grantors shall complete and file a written application with the Grantee on a form provided by the Grantee. Grantors shall not secure other applicable permits required by local or state law and not incur any expense prior to Grantee's approval of the application unless otherwise requested by Grantee.
 - b. Grantors' application shall include:
 - i. a copy of a current Farm Conservation Plan, prepared by the USDA/ Natural Resource Conservation Service, when requested by the

- Grantee; and
- ii. any other information and plans as the Grantee of this Restriction reasonably requires to determine that the intended use, act, or structure is consistent with the intent and purpose of this Restriction, as stated in Section I, herein, in the Statement of Purpose.
2. Within 90 days of receipt of the completed application, the Grantee may approve the application, with or without conditions, only upon finding that:
 - a. the proposed use, act, or structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26; and the rules, regulations and policies thereunder.
 - b. the proposed use, act, or structure shall not defeat nor derogate from the intent of this Restriction, and General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and the rules, regulations and policies thereunder.
 3. If Grantee approves, or approves with conditions, the Grantors' application, Grantee shall issue a certificate, suitable for recording, approving, in whole or in part, the application and setting forth any conditions, ("Certificate of Approval") and mail a copy to Grantors within said ninety (90) day period.
 4. If the Grantee does not approve Grantors' application, Grantee shall state in writing its reasons for denial of the application and shall mail a copy of the denial to Grantors within ninety (90) days of receipt of the completed application.
 5. At any time within the said ninety (90) day period the parties may mutually agree to extend the length of said period.

E. SPECIAL PERMIT PROCESS

The Grantee, with the approval of the Co-Holder, if any, upon request and application of Grantors, may issue a special permit approving certain commercial non-agricultural uses and activities on the Premises, providing that the Premises is being actively utilized for full-time commercial agriculture, and that such uses and activities are ancillary and subordinate to the agricultural use of the Premises ("Special Permit"). In addition, such uses and activities shall not be inconsistent with the intent and purpose of this Restriction. Further, commercial non-agricultural uses and activities for which the Grantors receive payment, compensation, or any other type of monetary or non-monetary remuneration require issuance of a Special Permit granted by the Grantee. A Special Permit for commercial non-agricultural uses and activities shall be approved only upon a finding by the Agricultural Lands Preservation Committee that the requirements under Section III, D (2) (b) above have been met. Any approval shall be conditioned upon the Special Permit being:

1. limited to the current owner(s) who applied for and obtained the Special Permit;
2. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
3. terminated upon transfer of ownership;
4. limited to uses and activities ancillary and subordinate to the agricultural use;
5. limited to uses and activities that will not impair the agricultural viability of the soil;
6. limited to uses and activities occurring in existing structures;

7. limited to existing structures requiring only minor renovations; and
8. limited to uses and activities requiring no new construction.

F. ENFORCEMENT OF THIS RESTRICTION

1. The Grantors grant to the Grantee and the United States, and to the Co-Holder as applicable, and their Successors in Title, the right to enter upon the Premises in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.

Additionally, Grantor and Grantee agree that the natural characteristics, ecological features, and physical and man-made conditions of the Premises on the date of this Restriction are documented in a Baseline Documentation Report prepared by the Grantee and signed and acknowledged by the Grantor establishing the condition of the Premises on the date of this Restriction and including reports, maps, photographs, and other documentation. The Baseline documentation Report is incorporated into this Restriction by reference. Grantee will maintain the Baseline Documentation Report and annually monitor the Premises ensuring that active farm operations are in compliance with the NRCS conservation plan and in compliance with this Restriction.

2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief.
3. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.
4. The Grantors and their Successors in Title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.
5. The United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will exercise these rights under the following circumstances: In the event that the Grantee fails to enforce any of the terms of this Restriction, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce

the terms of this Restriction through any and all authorities available under Federal or State law.

G. AFFIRMATIVE COVENANT

The Grantors agree for themselves, and their Successors in Title, that the Premises shall be maintained in active commercial agricultural use, and the land shall not be abandoned.

Discontinuance of commercial agricultural use shall only be allowed in accordance with a USDA Natural Resource Conservation Service Farm Management Plan, and with the Grantee's approval.

Failure to maintain the Premises in active commercial agricultural use shall be a violation of this Restriction.

H. GENERAL INDEMNIFICATION

Grantor shall indemnify and hold harmless the Grantee and the United States, its employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee and the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Restriction, or violations of any applicable Federal, State, or local laws including all Environmental Laws.

I. ENVIRONMENTAL WARRANTY

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Premises. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Premises or any restoration activities carried out by Grantee at the Premises; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by Grantee.

The terms "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

The term "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

IV. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE

A. Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("Option") in accordance with the provisions of this section. This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.

1. The intent of this Option is to ensure resale of the Premises at Fair Market Agricultural Value. Accordingly, the parties hereto agree to a process as follows:
 - a. In the event that Grantors propose to sell the Premises and enters into a bona fide Purchase and Sale Agreement with a third party for the sale of the Premises, Grantee, at its election, shall have the right to purchase or assign the right to purchase (see subsection G, below) the Premises from the Grantors at FMAV. Said FMAV shall be determined by:
 - i. an appraisal paid for and obtained by Grantors conducted and in accordance with the "Guidelines for Agricultural Appraisals" prepared by the Department and as in effect at such time, and the terms pertaining to appraisal set forth therein. Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between Grantee and Grantors, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of Grantors,
 - ii. an amount equal to the FMALV of the Premises as determined by the appraisal relied upon for the acquisition of this APR ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from date of Governing Appraisal for this Restriction to the date of execution of the bona fide Purchase and Sale Agreement.
2. In the event that the sale price as set forth in the bona fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either a.i or a.ii above, Grantee shall have the right to purchase the Premises from Grantors, or assign its right to purchase the Premises from Grantors, for this lesser amount.
3. In the event of a subdivision, recording of a subdivision plan, partition, or any other

division of the Premises, or any portion thereof, into two or more parcels, as approved by Grantee, the FMAV shall be determined pursuant to paragraph a.i above.

B. Upon executing a bona fide Purchase and Sale Agreement for the sale of Premises with a third party purchaser the following procedures shall be followed:

1. The Grantors shall provide, at a minimum, to the Grantee:
 - a. written notice stating Grantor's intent to sell the Premises ("Notice");
 - b. a true, correct, complete and fully executed copy of a bona fide Purchase and Sale Agreement including any offer executed from a third party to purchase the Premises;
 - c. a copy of the current deed;
 - d. the FMAV and any appraisals related thereto; or
 - e. FMALV as determined pursuant to A.1.a.ii above.
2. Upon receipt of this Notice, the Grantee shall have one hundred twenty (120) days to notify the Grantors of its election to purchase the Premises at FMAV (or any lesser sale price set forth in the Purchase and Sale Agreement) or waive its rights under the Option. The Grantors shall be notified of Grantee's election by written notice ("Notice of Election").

C. In the event that the Grantee elects to exercise this Option to purchase the Premises, the deed shall be delivered and the consideration paid at the Hampshire County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-twentieth (120) day after the date of mailing by the Grantee of the Notice of Election or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as at the time of the Notice of Election, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the parties.

D. The Grantors may sell the Premises, to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph A.1.a above, only in the event that Grantee:

1. declines in writing to exercise its rights under this Option within the specified time period; or
2. fails to waive its rights under the Option in writing within the specified time period; or
3. having elected to exercise its rights under the Option fails to complete the purchase within the specified time period.

Said sale of the Premises must take place within one (1) year of the date of the Grantee's receipt of Notice, and be only upon the same terms and conditions as contained in said bona fide Purchase and Sale Agreement.

E. The obligations of the Grantors under this Option shall not apply where the transfer of ownership of the Premises will be a result of:

1. a conveyance by deed to the Grantor's spouse, parent, children or grandchildren (whether by blood, marriage or adoption), siblings and/or their children or grandchildren (whether by blood, marriage or adoption);
2. a devise of said Premises by will or intestacy of the Grantors;
3. a conveyance of an interest in the Premises to a co-owner.

F. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified mail return receipt requested, addressed

in the case of the Grantors to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to the Commissioner of the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

G. The Grantee may assign its right to purchase under this Option after providing the Grantors with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned to a party that, in the Grantee's opinion, will use or facilitate the use of the Premises for commercial agriculture. Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.

H. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantors' obligations to the Grantee under this Option with regard to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph A.1.a, above.

I. The rights and obligations of the Grantors hereunder shall inure to and be binding upon the Grantors and all Successors in Title.

V. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and Chapter 20, Sections 23 through 26, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands as expressed herein.

This Restriction shall be administered and enforced by the Commissioner as in his/her sole discretion he/she may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burden of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may be released, in whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of the Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the purpose of this restriction, rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 20, Sections 23 through 26, as amended. No transfer of the Premises to the Grantee or to any successor or assignee will be deemed to eliminate this Restriction pursuant to the doctrine of "merger" or any other legal doctrine.

Consistent with the applicable provisions of General Laws, Chapter 184, Section 31 through 33, whenever all or part of the Premises is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the terms and conditions imposed by this Restriction, or this Restriction is

extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. For purposes of this paragraph, the ratio of the value of the Restriction to the value of the Premises unencumbered by the Restriction shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant. The percentage of interests of the United States and the Grantee in the Restriction shall be allocated as documented in form entitled "Confirmation of Matching Funds." Due to the federal interest in this Restriction, the Premises may not be condemned or this Restriction otherwise extinguished in whole or part without advanced notice to and the approval of the NRCS.

This Restriction may be amended only if in the sole and exclusive judgment of the Grantee and the United States such amendment furthers or is not inconsistent with the purposes of this Restriction. Any such amendment must be mutually agreed upon by the Grantee, the Grantor, and the United States, signed and duly recorded by the parties and comply with all applicable laws and regulations. The Grantee must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation. Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description.

Any mortgage or lien arising after the date of this Restriction is subordinate to the terms of this Restriction. Upon transfer of the Premises or interest in the Premises from one landowner to another, the conveyance document must expressly refer to this Restriction and state that the Premises is subject to its terms. Upon prior written consent from the NRCS, the Grantee may transfer this Restriction to a public agency or nonprofit organization that, at the time of transfer, is a qualified organization under section 170(h) or successor provision of the Internal Revenue Code.

VI. ADDITIONAL TERMS AND CONDITIONS REQUIRED BY FUNDING BY THE FARM AND RANCH LANDS PROTECTION PROGRAM

AUTHORIZATION

Funding provided by the Farm and Ranch Lands Protection Program (FRPP) is authorized by the Food, Conservation, and Energy Act of 2008 (Public Law 110-234). The FRPP provides funding for the purchase of Conservation Easements to protect the agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land (16 USC 3838h and 3838i).

CONSERVATION PLAN

As required by Section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Premises in a manner consistent with a conservation plan prepared in consultation with the NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of the Restriction. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The NRCS shall have the right to enter upon the Premises, with advanced notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, the NRCS shall work with the

Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, the NRCS will inform the Commonwealth of Massachusetts' Department of Agricultural Resources of the Grantor's noncompliance. The Commonwealth of Massachusetts' Department of Agricultural Resources shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from the NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) the NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of the Restriction, based on an Act of Congress, the NRCS will work cooperatively with the Grantor as may be required to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resource conservation requirements to which the Grantor may be or become subject.

VII. OTHER

No Massachusetts deed excise stamps are affixed hereto as none are required by law.

• WITNESS the execution hereof under seal this _____ day of _____, 2013.

Penn Starling Moulton
 Printed Name
 GRANTOR

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss June 4, 2013.

On this 4th day of June, 2013, before me, the undersigned Notary Public, personally appeared the above-named,

Name:

Evidence of Identification:

Penn Starling Moulton Personally known

and proved to me through satisfactory evidence of identification as noted above, to be the persons whose names are signed on this document and acknowledged to me that, they signed it voluntarily for its stated purpose.

Richard M. Chandler
 ; Notary Public

My Commission Expires:



RICHARD M. CHANDLER
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 April 7, 2014

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Gregory C. Watson, Commissioner of the Department of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by Penn Starling Moulton to the Commonwealth of Massachusetts with respect to the Premises located in Plainfield, Hampshire County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33 and Chapter 20, Sections 23 through 26.

COMMONWEALTH OF MASSACHUSETTS

By: 


Gregory C. Watson, Commissioner
Department of Agricultural Resources
GRANTEE

COMMONWEALTH OF MASSACHUSETTS

Sottol R , ss

June 12, 2013.

On this 12 day of June, 2013, before me, the undersigned Notary Public, personally appeared the above-named Gregory C. Watson who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this approval document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Michael C. Demakakos ; Notary Public

My Commission Expires : 11-18-2016



MICHAEL C. DEMAKAKOS

Notary Public

Commonwealth of Massachusetts

My Commission Expires

November 18, 2016

ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES
CONSERVATION SERVICE

The Natural Resources Conservation Service (NRCS), an agency of the United States Government, hereby accepts and approves the foregoing Agricultural Preservation Restriction and the rights conveyed therein, on behalf of the United States of America.

Barbara P. Yellin
Authorized Signatory for the NRCS
451 West Street, Suite 1
Amherst, MA 01002-2953

Assistant State Conservationist
Title

Commonwealth of Massachusetts
Hampshire County

On this 19 day of June, 2013, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Barbara P. Miller known to me to be the person whose signature appears above, and who being duly sworn before me, did say that s/he is a/the Assistant State Conservationist of the Natural Resources Conservation Service in Massachusetts, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the restriction to be her/his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year written above.

Christine S. Laprade
Notary Public for the Commonwealth of Massachusetts

3/14/19

My Commission Expires:

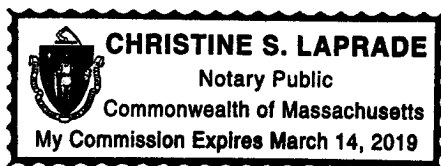


EXHIBIT "A"

The land located on the easterly sideline of Central Street and the northerly sideline of Broom Street in the Town of Plainfield, Hampshire County, Massachusetts and shown as "Map 21B Lot 8.1, N/F Penn Starling Moulton, Book 6657 Page 84, 169,448.40 SF plus or minus"; and "Map 21B Lot 8.2 N/F Penn Starling Moulton, Book 6657 Page 84, 171,440.16 SF plus or minus", on a plan entitled "PLAN OF LAND IN PLAINFIELD, MASSACHUSETTS, HAMPSHIRE COUNTY PREPARED FOR PENN S. MOULTON," by Huntley Associates, P.C., dated February 2, 2013, as revised on April 9, 2013, and recorded at the Hampshire County Registry of Deeds in Plan Book 229, Page 86 bounded and described (in a perimeter description of both parcels) as follows:

Beginning at an iron pin on the northerly sideline of Broom Street,

Thence S 89° 55' 19" W, a distance of two hundred twenty five and zero one hundredths (225.00) feet along the northerly side of Broom Street to a point at the intersection of the northerly side of Broom Street with the easterly side of Central Street, a town way;

Thence N 20° 05' 20" W, a distance of three hundred eighty and zero one hundredths (380.00) along the easterly side of Central Street to a point at land now or formerly of Keith A. Jenkins and Judith E. Jenkins;

Thence N 82° 42' 13" E, a distance of five hundred twenty eight and forty six one hundredths (528.46) feet along the along said Jenkins land to a point;

Thence N 89° 55' 19" E, a distance of one hundred seventy four and ninety eighth one hundredths (174.98) feet along said Jenkins land to a point;

Thence N 89° 55' 19" E, a distance of two hundred and zero one hundredths (200.00) feet along said Jenkins land to a point at land now or formerly of Feeley;

Thence S 00° 18' 40" W a distance of a distance of one hundred thirty and zero one hundredths (130.00) feet along said Feeley land to a point;

Thence S 01° 27' 24" E a distance of a distance of two hundred ninety two and fifty five one hundredths (292.55) feet along Feeley land to a point;

Thence S 89° 55' 19" W a distance of twelve and zero one hundredths (12.00) feet along the premises described herein to a point;

Thence S 01° 27' 24" E a distance of one and zero one hundredths (1.00) feet to a point

Thence S 89° 55' 19" W, a distance of five hundred thirty eight and forty one hundredths (538.40) feet along the northerly side of Broom Street to the point of beginning.

Subject to easements and restrictions of record.

Being a portion of the premises conveyed to Penn Starling Moulton by deed dated May 14, 2002 and recorded in the Hampshire Registry of Deeds at Book 6657, Page 84.

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER
MARY OLBERDING